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Attorneys for Defendants
JAYCO, INC.

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

LUIS TORRES, in individual; and
DOROTHY TORRES, a.k.a. DOTTY
TORRES, an individual,

Plaintiffs,

v.

JAYCO, INC., an Indiana Corporation;
and DOES 1-20, inclusive

Defendants.

Case No.: 5:24-cv-00065-KK (SHKx)

(Removed from Riverside Superior Court—
Case No. CVSW2306678)

**DECLARATION OF TINA
SLABACH IN SUPPORT OF
MOTION TO TRANSFER VENUE
TO INDIANA FEDERAL COURT
PURSUANT TO 28 U.S.C. § 1404(A)**

Hearing Date: March 14, 2024

Hearing Time: 9:30 a.m.

Dept: 3

Action Filed: August 8, 2023

I, Tina Slabach, declare as follows:

1. I am a Consumer Affairs Manager for Jayco, Inc. (“Jayco”). I am duly authorized by Jayco to make this declaration on its behalf and in support of the Motion to Stay filed by Jayco. If called as a witness in this matter, I am competent to testify based upon the documents I have reviewed, as to the matters set forth in this Declaration.

2. As part of my duties at Jayco, I have access to Jayco’s records, and I am tasked at various times with obtaining and reviewing such records and obtaining information related to them. I have reviewed the business records relating to the

1 purchase by LUIS TORRES (“Mr. Torres”) and DOROTHY TORRES a/k/a DOTTY
2 TORRES (“Mrs. Torres”) (collectively, “Plaintiff”) of a 2023 Jayco Alante 29F which
3 is the subject of this lawsuit, and I am familiar with and have reviewed the documents
4 attached to my Declaration.

5 3. On March 30, 2023, Plaintiff purchased a new 2023 Jayco Alante 29F
6 bearing VIN # 1F65F5DN9N0A13332 (the “Motorhome”) from Stier’s RV Centers,
7 LLC d/b/a Camping World RV Sales (“CWRV”) in Temecula, California. A true and
8 correct copy of the March 30, 2023 Conditional Sale Contract and Security
9 Agreement—which has been slightly redacted by CWRV pursuant to California law—
10 is attached to this Declaration as **Exhibit A**.

11 4. The Motorhome was manufactured in Middlebury, Indiana.

12 5. Every new Jayco Motorhome—including this one—is sent to dealerships
13 such as CWRV with a packet of materials, including an owner’s manual which contains
14 the Jayco Limited Warranty. Jayco is aware of no evidence that the subject Motorhome
15 was not delivered to CWRV, and then to Plaintiff, without the owner’s manual which
16 contains the Jayco Limited Warranty. A true and correct copy of the Jayco Limited
17 Warranty is attached to this Declaration as **Exhibit B**.

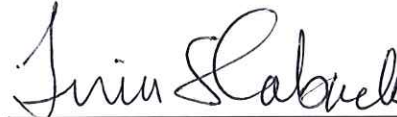
18 6. Under the heading titled “LEGAL REMEDIES” on the last page of the
19 Jayco Limited Warranty—which Plaintiff signed and acknowledged having received,
20 read, and understood—is contained the following forum selection clause:
21 “EXCLUSIVE JURISDICTION FOR DECIDING LEGAL DISPUTES RELATING
22 TO AN ALLEGED BREACH OF WARRANTY OR ANY REPRESENTATIONS,
23 OF ANY NATURE, MUST BE FILED IN THE COURTS WITHIN THE STATE OF
24 MANUFACTURE, WHICH IS INDIANA.”

25 7. After Plaintiff purchased the Motorhome, the applicable Jayco Limited
26 Warranty was registered with Jayco in the event that the Motorhome required service
27 pursuant to that warranty.

28 //

1 8. I am authorized on behalf of Jayco to stipulate—and do so stipulate—that
2 should this case be adjudicated in Indiana, then California substantive law would apply
3 (subject to any defenses available to Defendants).

4 9. I declare under penalty of perjury under the laws of the State of California
5 that the foregoing is true and correct, and that this declaration is executed on
6 Jan 17th, 2024.



Tina Slabach

Title: Consumer Affairs Manager, Jayco

12 0128551.0781012 4887-4902-5182v1

FROST BROWN TODD LLP
LOS ANGELES

EXHIBIT A

CA-102 10/10/2015

Conditional Sale Contract and Security Agreement**Seller Name and Address**

Stier's RV Centers, LLC Dba Camping
World RV Sales
27590 Jefferson Ave
Temecula, CA 92590

Buyer and Co-Buyer Name(s) and Address(es)

DOTTY TORRES
LUIS TORRES

██████████
MENIFEE, CA 92585

Contract No. 8667870/6944286

Date 03/30/2023

Dealer # _____ ROS# _____ Stock # 2207536

Primary use of the vehicle is personal, family, or household use unless otherwise indicated: ☐ Primary use is business, commercial or agricultural purpose.

Truth-In-Lending Disclosure

Annual Percentage Rate The cost of your credit as a yearly rate.	Finance Charge The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid when you have made all scheduled	Total Sale Price The total cost of your purchase on credit, including your down
██████████	██████████	██████████	██████████	██████████

Payment Schedule. Your payment schedule is:

(e) means estimate

No. of Payments Amount of Payments When Payments are Due

██████████	██████████	██████████
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Security. You are giving us a security interest in the Property purchased.**Late Charge.** If all or any portion of a payment is not paid within 10 days of its due date, you will be charged a late charge of 5% of the unpaid amount of the payment due.**Prepayment.** If you pay off this Contract early, you will not have to pay a penalty.**Contract Provisions.** You can see the terms of this Contract for any additional information about nonpayment, default, any required repayment before the scheduled date, and prepayment refunds and penalties.**Description of Property**

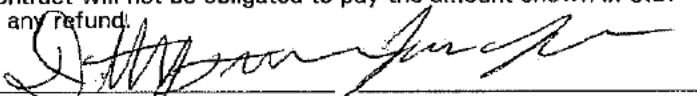
New/Used	Year	Make	Model	Style	Vehicle Identification Number	Odometer Mileage
New	2023	ALANTE	29F	ClassA	██████████A13332	2269

Trade-In Description; Payoff Accuracy; Agreement

Trade-In Vehicle:

2023	CHEVY	STINGRAY
Year	Make	Model
1025	██████████	117039
Odometer	VIN	

The payoff amount of your trade-in is shown in 6.B. of the Itemization of Amount Financed on Page 2. We relied on information from you and/or the lienholder or lessor of your trade-in vehicle to arrive at the amount shown in 6.B. You understand the payoff amount is an estimate. You agree that if the actual payoff amount is greater than the payoff amount shown in 6.B. you will pay us the difference if we ask for it. If the actual payoff amount is less than the amount shown in 6.B. we will refund to you any overage we receive from your prior lienholder or lessor. Subject to the NOTICE in the "Owner Agreement" section of this Contract, any assignee of this Contract will not be obligated to pay the amount shown in 6.B. or any refund.


Buyer: DOTTY TORRES
Co-Buyer: LUIS TORRES

Important Notices**Seller Assisted Loans.**

You may be required to pledge security for the loan. You will be obligated for the installment payments on both this Conditional Sales Contract and the Loan.

Auto Broker Fee.

If the Vehicle is new, this transaction is not subject to a fee received by an auto broker from us unless this box is checked:

☐ Name of auto broker receiving fee:

N/A

Itemization of Amount Financed (Seller may retain or receive part of the amounts paid to others.)**1. Cash Price Itemization**

A. Cash Price (excluding items 1.B to L.3)		\$ 136,990.00
1. Cash Price of Vehicle	\$ 136,990.00	
2. Cash Price of Accessories	\$ 0.00	
3. Other <u>N/A</u>	\$ 0.00	
<u>N/A</u>	\$ 0.00	
B. Document Processing Charge (not a governmental fee)	\$ 85.00	
C. Emissions Testing Charge (not a governmental fee)	\$ 0.00	
D.1 (Optional) Theft Deterrent Device paid to <u>N/A</u>	\$ 0.00	
D.2 (Optional) Theft Deterrent Device paid to <u>N/A</u>	\$ 0.00	
D.3 (Optional) Theft Deterrent Device paid to <u>N/A</u>	\$ 0.00	
E.1 (Optional) Surface Protection Product paid to <u>MetroTech</u>	\$ 4,995.00	
E.2 (Optional) Surface Protection Product paid to <u>SafeGuard</u>	\$ 1,015.00	
F. EV Charging Station paid to <u>N/A</u>	\$ 0.00	
G.1 Sales Tax (on taxable items in A through F.)	\$ 11,010.43	
G.2 Other Taxes <u>N/A</u>	\$ 0.00	
H. Electronic Vehicle Registration or Transfer Charge (not a governmental fee) paid to <u>Seller</u>	\$ 33.00	
I.1 (Optional) Service Contract paid to <u>Assurant</u>	\$ 19,990.00	
I.2 (Optional) Service Contract paid to <u>Good Sam</u>	\$ 1,250.00	
I.3 (Optional) Service Contract paid to <u>Good Sam</u>	\$ 1,250.00	
I.4 (Optional) Service Contract paid to <u>N/A</u>	\$ 0.00	
I.5 (Optional) Service Contract paid to <u>N/A</u>	\$ 0.00	
J. Prior Credit or Lease Balance paid to <u>N/A</u> (e)	\$ 0.00	
(see down payment and trade-in calculation)		
K. Optional Gap Waiver paid to Seller	\$ 0.00	
L.1 (Optional) Used Vehicle Contract Cancellation Option Agreement	\$ 0.00	
L.2 Other paid to <u>N/A</u> for <u>N/A</u>	\$ 0.00	
L.3 Other paid to <u>N/A</u> for <u>N/A</u>	\$ 0.00	
M. Total Cash Price (A through L.3)	\$ 176,618.43(1)	

2. Amounts Paid to Public Officials

A. License Fees	\$ 1,228.00
B. Registration/Transfer/Titling Fees	\$ 0.00
C. California Tire Fees	\$ 8.75
D. Other <u>N/A</u>	\$ 0.00
Total Official Fees (A through D)	\$ 1,236.75(2)

3. Amount Paid to Insurance Companies (See Statement of Insurance, Totals (1) and (2))

4. ☐ State Emissions Certification Fee or ☐ State Exemption Fee (Paid to State) \$ 0.00(3)

5. Subtotal (1 through 4) \$ 177,855.18(5)

6. Total Downpayment

A. Agreed Trade-In Value	\$
B. Less Prior Credit or Lease Balance (e)	\$
C. Net Trade-In (A less B) (indicate if a negative number)	\$
D. Deferred Downpayment	\$
E. Manufacturer's Rebate	\$
F. Other <u>N/A</u>	\$
G. Cash	\$

Total Downpayment (C through G)

(If negative, enter zero on line 6 and enter the amount less than zero as a positive number on line 1.J. above)

7. Prepaid Finance Charge**8. Amount Financed (5 less 6 and 7)**

Property Insurance

Application for Optional Credit Insurance

Additional Terms of this Contract and Security Agreement

Finance Charge and Payments. You agree to pay the Amount Financed and Finance Charge as provided in the Payment Schedule in the TRUTH-IN-LENDING DISCLOSURE on Page 1 of this Contract. You also agree to pay the Late Charge described on Page 1, and all other amounts required under this Contract. Finance Charge will be computed each day. Finance Charge is computed at the Annual Percentage Rate shown on Page 1 of this Contract. We may apply each payment to the Finance Charge, the unpaid part of the Amount Financed, and other amounts due under this Contract in any order we choose.

Security. To secure your payment and performance under the terms of this Contract, you give us a security interest in the Vehicle, all accessions, attachments, accessories, and equipment placed in or on the Vehicle, and all proceeds. You also assign to us and give us a security interest in proceeds and refunds under any insurance policy, service contract or other contract purchased with this Contract as the law allows.

General Terms. You have been given the opportunity to purchase the Vehicle and described services for the Total Cash Price or the Total Sale Price. The Total Sale Price is the total price of the Vehicle and any services if you buy them over time. You chose to purchase the Vehicle and services over time. The Total Sale Price shown in the TRUTH-IN-LENDING DISCLOSURE assumes that all payments will be made as scheduled. The actual amount you will pay will be more if you pay late and less if you pay early.

We do not intend to charge or collect, and you do not agree to pay, any finance charge or fee that is more than the maximum amount permitted for this sale by state or federal law. If you pay a finance charge or fee that is contrary to this provision, we will, instead, apply it first to reduce the Amount Financed balance, and when the Amount Financed has been paid in full, refund it to you. You understand and agree that we (or our affiliate) will earn commissions or fees on any insurance products, and may earn such fees on other goods and services that you buy through us or our affiliate.

If any section or provision of this Contract is not enforceable, the other terms will remain part of this Contract.

The law of California will govern this transaction. Applicable federal law and regulations also govern it.

The entire agreement between you and us is contained in this Contract. There are no unwritten agreements regarding this Contract. Any change to this Contract must be in writing and signed by you and us.

Name and Location. Your name and address indicated on Page 1 are your exact legal name and your principal residence. You will provide us with at least 30 days' notice prior to changing your name or principal residence.

You agree that the Vehicle will not be used as a dwelling.

Prepayment. You may prepay this Contract in full or in part at any time without penalty. Any partial prepayment will not excuse any later scheduled payments. If we get a refund of any unearned insurance premiums that you paid, you agree that we may subtract the refund from the amount you owe, unless otherwise provided by law.

Ownership and Duties Toward Vehicle. By giving us a security interest in the Vehicle, you represent and agree to the following:

- A. The security interest you are giving us in the Vehicle and other property comes ahead of the claim of any other of your general or secured creditors. You agree to sign any additional documents or provide us with any additional information we may require to keep our claim to the Vehicle and other property ahead of the claim of anyone else. You will not do anything to change our interest in the Vehicle and other property.
- B. You will defend our interests in the Vehicle and other property against claims made by anyone else. You will do whatever is necessary to keep our claim to the Vehicle and other property ahead of the claim of anyone else.
- C. You will keep the Vehicle in your possession in good condition and repair. You will use the Vehicle for its intended and lawful purposes. You agree not to remove the Vehicle from the U.S. or Canada, or to sell, rent, lease, or transfer any interest in the Vehicle or this Contract without our written permission. You agree to keep the Vehicle free from seizure, confiscation, or involuntary transfer. Unless otherwise agreed in writing, the Vehicle will be located primarily at your address listed on Page 1 of this Contract.
- D. You will pay all taxes and assessments on the Vehicle as they become due.
- E. You will notify us of any loss or damage to the Vehicle. You will provide us reasonable access to the Vehicle for the purpose of inspection. Our entry and inspection must be accomplished lawfully, and without breaching the peace.

Default. You will be in default on this Contract if any one of the following occurs (except as prohibited by law):

- A. You fail to perform any obligation that you have undertaken in this Contract.
- B. You become a debtor in any bankruptcy proceeding, or others take legal action to collect money or repossess the Vehicle from you.
- C. You fail to pay all you owe under this Contract if the Vehicle becomes a total loss or is missing or stolen.
- D. You give inaccurate, incomplete, or misleading information on your credit application or in this Contract (See the "Information You Provide to Us" section of this Contract).

If you default, you agree to pay our costs for collecting amounts owing, including, without limitation, court costs, attorneys' fees, and fees for repossession, repair, storage and sale of the Vehicle securing this Contract.

If an event of default occurs as to any one of you, we may exercise our remedies against any or all of you.

Gap Liability Notice. In the event of theft or damage to your Vehicle that results in a total loss, there may be a gap between the amount you owe under this Contract and the proceeds of your insurance settlement and deductible. THIS CONTRACT PROVIDES THAT YOU ARE LIABLE FOR THE GAP AMOUNT. Optional Gap Waiver may be offered for an additional charge.

Remedies. If you default on this Contract, we may exercise the remedies provided by law and this Contract subject to any right the law gives you to reinstate this Contract. Those remedies include:

- A. We may require you to immediately pay us, subject to any refund or reinstatement rights, the remaining unpaid balance of the Amount Financed, finance charges and all other agreed charges.
- B. We may pay taxes, assessments, or other liens or make repairs to the Vehicle if you have not done so. We are not required to do so. You will repay us that amount when we

tell you to do so. That amount will earn finance charges from the date we pay it at the Annual Percentage Rate stated in the *Truth-In-Lending Disclosure* of this Contract, not to exceed the highest rate permitted by law.

- C. We may require you to make the Vehicle available to us at a place we designate that is reasonably convenient to you and us.
- D. We may immediately take possession of the Vehicle by legal process or self-help, but in doing so we may not breach the peace or unlawfully enter onto your premises. We may then sell the Vehicle and apply what we receive as provided by law to our reasonable expenses and then toward your obligations. Our reasonable expenses can include, among other things, costs of repossession, storage, sale preparation, and sale.
- E. If the Vehicle is repossessed, a total loss, confiscated or stolen, we may claim benefits under or cancel any insurance, maintenance, service, or other contract purchased under this Contract and use the resulting proceeds or refund of unearned charges to reduce what you owe under this Contract.
- F. Except when prohibited by law, we may sue you for remaining amounts if the proceeds of a sale do not pay all of the amounts you owe us. You will pay interest on these remaining amounts until paid at the Annual Percentage Rate shown on Page 1 of this Contract, not to exceed the highest rate permitted by law.

By choosing any one or more of these remedies, we do not waive our right to later use another remedy. By deciding not to use any remedy, we do not give up our right to consider the event a default if it happens again. You agree that, subject to your right to recover such property, we may take possession of personal property left in or on the Vehicle securing this Contract and taken into possession as provided above.

If the Vehicle has an electronic tracking device, you agree that we may use the device to find the Vehicle.

Returned Check Charge. You may be liable for collection costs incurred in connection with this Contract. This includes a fee, not to exceed \$15, for each check, share draft or negotiable order of withdrawal offered as payment that is returned dishonored by a depository institution.

Property Insurance. You agree to buy property insurance on the Vehicle protecting against loss and physical damage and otherwise acceptable to us. You will name us as loss payee on any such policy. In the event of loss or damage to the Vehicle, we may require additional security or assurances of payment before we allow insurance proceeds to be used to repair or replace the Vehicle. You agree that if the insurance proceeds do not cover the amounts you still owe us, you will pay the difference. You may purchase or provide the insurance through any insurance company reasonably acceptable to us. You will keep the insurance in full force and effect until this Contract is paid in full. If you fail to obtain or maintain this insurance, or name us as a loss payee, we may obtain insurance to protect our interest in the Vehicle or, at our option, your and our interests in the Vehicle. This insurance may include coverages not required of you. This insurance may be written by a company other than one you would choose. It may be written at a rate higher than a rate you could obtain if you purchased the property insurance required by this Contract. We will add the premium for this insurance to the amount you owe us. Any amount we pay will be due immediately. This amount will earn finance charges from the date paid at the Annual Percentage Rate stated in the *Truth-In-Lending Disclosure* of this Contract or, at our option, the highest rate the law permits.

Obligations Independent. Each person who signs this Contract agrees to pay this Contract according to its terms. This means the following:

- A. You must pay this Contract even if someone else has also signed it.
- B. We may release any Co-Buyer or Guarantor and you will still be obligated to pay this Contract.
- C. We may release any security and you will still be obligated to pay this Contract.
- D. If we give up any of our rights, it will not affect your duty to pay this Contract.
- E. If we extend new credit, it will not affect your duty to pay this Contract.

Telephone Monitoring and Calling. You agree that we may from time to time monitor and record telephone calls made or received by us or our agents regarding your account to assure the quality of our service. In order for us to service the account or to collect any amounts you may owe, and subject to applicable law, you agree that we may from time to time make calls and send text messages to you using prerecorded/artificial voice messages or through the use of an automatic dialing device at any telephone number you provide to us in connection with your account, including a mobile telephone number that could result in charges to you.

Information You Provide to Us. We have based our decision to enter into the Contract on the information you supplied in any credit applications and in this Contract, including the payoff amount on any trade-in. We relied on the information because you assured us it is accurate. You now repeat that assurance, and you warrant and represent as follows:

- ◆ All that information is accurate, complete and not misleading.
- ◆ You believe that information will remain correct and will not change. You have no reason to suspect otherwise.
- ◆ Unless you tell us in writing before you sign this Contract, Buyer and Co-Buyer will each use and own the Vehicle, even if that is not shown on the vehicle title.

You will provide us with documents and other information we request to verify that any items of that information are correct.

Our Warranties: UNLESS WE AS SELLER, IN A SALE FOR PERSONAL USE, EITHER EXTEND A WRITTEN WARRANTY OR SERVICE CONTRACT WITHIN 90 DAYS OF THE DATE OF THIS CONTRACT, OR SELL THE VEHICLE WITH A WRITTEN WARRANTY, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE VEHICLE, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

This provision does not affect any warranties of the Vehicle provided by the vehicle manufacturer. If the Vehicle was sold as a certified used vehicle, the warranty of merchantability is not disclaimed.

Claim Procedure

If you have purchased credit disability insurance in connection with this Contract, the following claim procedure applies.

If you become disabled, tell us (your creditor) right away. (We advise you to send this information to the same address to which you are normally required to send your payments, unless a different address or telephone number is given to you in writing by us as the location where we would like to be notified.) We will tell you where to get claim forms. Send in the completed form to the insurance company as soon as possible and tell us as soon as you do.

If your disability insurance covers all of your missed payments, **WE CANNOT TRY TO COLLECT WHAT YOU OWE OR FORECLOSE UPON OR REPOSSESS ANY COLLATERAL UNTIL THREE CALENDAR MONTHS AFTER** your first missed payment is due or until the insurance company pays or rejects your claim, whichever comes first. We can, however, try to collect, foreclose, or repossess if you have money due and owing us or are otherwise in default when your disability claim is made or if a senior mortgage or lien holder is foreclosing.

If the insurance company pays the claim within the three calendar months, we must accept the money as though you paid on time. If the insurance company rejects the claim within the three calendar months or accepts the claim within the three calendar months as a partial disability and pays less than for a total disability, you will have 35 days from the date that the rejection or the acceptance of the partial disability claim is sent to pay past due payments, or the difference between past due payments and what the insurance company pays for the partial disability, plus late charges. You can contact us, and we will tell you how much you owe. After that time, we can take action to collect or foreclose or repossess any collateral you may have given.

If the insurance company accepts your claim but requires that you send in additional forms to remain eligible for continued payments, you should send in these completed additional forms no later than required. If you do not send in these forms on time, the insurance company may stop paying, and we will then be able to take action to collect or foreclose or repossess any collateral you may have given.

Owner Agreement

(This section applies ONLY to a person who will have an ownership interest in the Property but is NOT a Buyer obligated to pay this Contract ("Third Party Owner").)

In this section only, "you" means only the person signing this section.

By signing below you agree to give us a security interest in the Property described in the *Description of Property* section. You also agree to the terms of this Contract except that you will not be liable for the payments it requires. Your Interest in the Property may be used to satisfy the Buyer's obligation. You agree that we may renew, extend or change this Contract, or release any party or Property without releasing you from this Contract. We may take these steps without notice or demand upon you.

You acknowledge receipt of a completed copy of this Contract.

N/A

N/A

By: N/A

Date

Signature of Third Party Owner (NOT the Buyer)

Note: If the primary use of the Vehicle is not personal, family or household use, then this is not a consumer contract, and the following notice does not apply.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

Used Car Buyer's Guide

Used Car Buyer's Guide. The information you see on the window form for this Vehicle is part of this Contract. Information on the window form overrides any contrary provisions in the contract of sale.

Guía para compradores de vehículos usados

Guía para compradores de vehículos usados. La información que aparece en la ventanilla de este vehículo forma parte de este contrato. La información contenida en el formulario de la ventanilla anula cualquier estipulación que establezca lo contrario y que aparezca en el contrato de venta.

Right of Seller to Cancel

If you sign the Right of Seller to Cancel in the "Signatures" section of this Contract, you agree to the following:

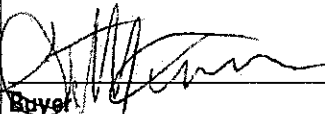
- ◆ You acknowledge that it may take a few days for the Seller to verify your credit and assign the Contract to a financial institution.
- ◆ If the Seller is unable to get a financial institution it regularly does business with to accept an assignment of the Contract on terms that are satisfactory to the Seller, the Seller may elect to cancel (rescind) the Contract by giving you a notice of cancellation within 10 days after the date you signed this Contract.
- ◆ Upon receipt of a notice of the cancellation within 10 days after you signed this Contract, you agree to immediately return the Vehicle to the Seller free of all liens apart from this Contract in the same condition as it was in when you received it, except for reasonable wear and tear.
- ◆ After you return the Vehicle, the Seller agrees to return to you any trade-in vehicle and all amounts you paid to the Seller under this Contract.
- ◆ You agree that, if you do not immediately return the Vehicle to the Seller, the Seller will be entitled to recover all amounts you owe the Seller under this Contract to the extent permitted by law.
- ◆ You also agree that, if you do not immediately return the Vehicle to the Seller, the Seller will be entitled to repossess the Vehicle, and you will pay the Seller all its expenses (including attorneys' fees) incurred in repossessing the Vehicle, to the extent permitted by law.
- ◆ You agree that, until the Seller receives the Vehicle back from you, you will continue to have all the Buyer's obligations under this Contract, including, but not limited to, the provisions regarding insurance and use of the Vehicle; you will have all the risk of loss or damage to the Vehicle; and you will be responsible for any injuries or property damage caused by use of the Vehicle.
- ◆ You agree that if the Vehicle is damaged before it is returned to the Seller you will pay the Seller the cost of repairing it.
- ◆ You agree that the provisions of this "Right of Seller to Cancel" will continue to be effective even after this contract is cancelled.

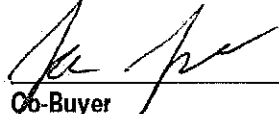
Additional Important Notices

Notice of Complaints. If you have a complaint concerning this sale, you should try to resolve it with the seller.

Complaints concerning unfair or deceptive practices or methods by the seller may be referred to the city attorney, the district attorney, or an investigator for the Department of Motor Vehicles, or any combination thereof.


After this contract is signed, the seller may not change the financing or payment terms unless you agree in writing to the change. You do not have to agree to any change, and it is an unfair or deceptive practice for the seller to make a unilateral change.

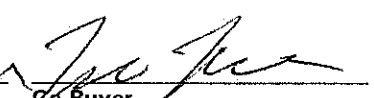

Buyer
DOTTY TORRES


Co-Buyer
LUIS TORRES

Waiver of Confidentiality. California Vehicle Code Section 1808.21 provides, among other things, that your resident address in any record of the California Department of Motor Vehicles is confidential.

You waive this provision and authorize the California Department of Motor Vehicles to furnish your residence address to us.


Buyer
DOTTY TORRES


Co-Buyer
LUIS TORRES

[This space intentionally left blank.]

[This space intentionally left blank.]

☐ **Electronic Signature Acknowledgment.** You agree that (i) you viewed and read this entire Contract before signing it, (ii) you signed this Contract with one or more electronic signatures, (iii) you intend to enter into this Contract and your electronic signature has the same effect as your written ink signature, (iv) you received a paper copy of this Contract after it was signed, and (v) the authoritative copy of this Contract shall reside in a document management system held by Seller in the ordinary course of business. You understand that Seller may transfer this Contract to another company in the electronic form or as a paper version of that electronic form which would then become the authoritative copy. Seller or that other company may enforce this Contract in the electronic form or as a paper version of that electronic form. You may enforce the paper version of the Contract copy that you received.

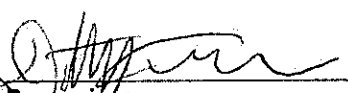
Notice To Buyer.


(1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled-in copy of this agreement. (3) You can prepay the full amount due under this agreement at any time. (4) If you default in the performance of your obligations under this agreement, the vehicle may be repossessed and you may be subject to suit and liability for the unpaid indebtedness evidenced by this agreement.

☐ If this box is checked, you will owe no Finance Charge if you pay the Amount Financed on or before _____ (date) Seller's initials _____.

Signatures

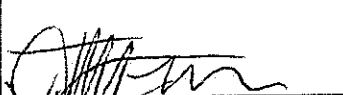
Changes to this Contract must be in writing and signed by both you and our authorized representative. Oral changes are not binding.



Buyer signs
DOTTY TORRES


Co-Buyer signs
LUIS TORRES

The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this Contract and retain its right to receive a part of the Finance Charge.

Right of Seller to Cancel. By signing below, you agree that the *Right of Seller to Cancel* section of this Contract will apply. This provision gives us the right to cancel this Contract if we are unable to assign the Contract.


Buyer
DOTTY TORRES

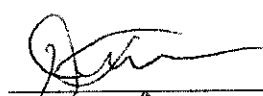

Co-Buyer
LUIS TORRES

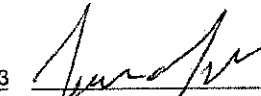
You agree to the terms of this Contract. By signing below, you become legally obligated to perform the terms of this Contract and acknowledge that (1) before you signed it, we gave you the completely filled-in Contract and you had a chance to take it and thoroughly read and review it, and (2) you received a completely filled-in copy of the Contract.

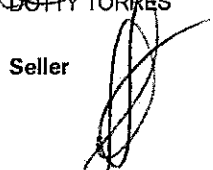
THERE IS NO COOLING OFF PERIOD UNLESS YOU OBTAIN A CONTRACT CANCELLATION OPTION.

California law does not provide for a "cooling off" or other cancellation period for vehicle sales. Therefore, you cannot later cancel this contract simply because you change your mind, decide the vehicle costs too much, or you wish you had acquired a different vehicle. After you sign below, you may only cancel this contract with the agreement of the seller or for legal cause, such as fraud.

However, California law does require a seller to offer a two-day contract cancellation option on used vehicles with a purchase price of less than forty thousand dollars (\$40,000), subject to certain statutory conditions. This contract cancellation option requirement does not apply to the sale of a recreational vehicle, a motorcycle or an off-highway motor vehicle subject to identification under California law. See the vehicle contract cancellation option agreement for details.

Buyer  03/30/2023
DOTTY TORRES Date

Co-Buyer  03/30/2023
LUIS TORRES Date

Seller 
03/30/2023
By: Stier's RV Centers, LLC Dba Camping World RV Sales Date

Assignment. This Contract and Security Agreement is assigned to Alliant Credit Union

PO Box 255388, Sacramento, CA 95865-5388
the Assignee, phone 773-462-2079. This assignment is made under the terms of a separate agreement made between the Seller and Assignee. ☐ This Assignment is made with recourse.

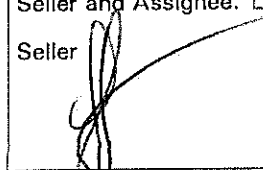
Seller 
03/30/2023
By Stier's RV Centers, LLC Dba Camping World RV Sales Date

EXHIBIT B

2023 JAYCO MOTORIZED LIMITED WARRANTY

THIS LIMITED WARRANTY COVERS:

- The Motor home when it is used only for its intended purpose of recreational travel and camping;
- Only the first retail purchaser;
- Only those portions of the Motor home not excluded under the section "What is Not Covered";
- The Motor home only when sold by an authorized dealership; and,
- Only defects in workmanship performed and/or materials used to assemble those portions of the Motor home not excluded under the section "What is Not Covered".
- This Limited Warranty is not transferable.

When you request and accept the performance of warranty repairs under the terms of this Limited Warranty, you are accepting all terms of this Limited Warranty, including by way of example, warranty limitations and disclaimers, the forum selection clause and the clause reducing the time period when suit must be filed for breach.

LIMITATION AND DISCLAIMER OF IMPLIED WARRANTIES:

THE DURATION OF ANY IMPLIED WARRANTY IS LIMITED TO:

- **THE DURATION OF THIS LIMITED WARRANTY;**
- **THE SCOPE OF COVERAGE THIS LIMITED WARRANTY PROVIDES;**
- **DEFECTS EXISTING AT THE TIME OF SALE THAT MANIFESTED THEMSELVES AND SURFACED DURING THE IMPLIED WARRANTY COVERAGE PERIOD; AND**
- **DEFECTS DISCOVERED AND REPORTED WITHIN THE DURATION OF THE IMPLIED WARRANTY. THERE ARE NO EXPRESS WARRANTIES OR ANY IMPLIED WARRANTIES ON THOSE PORTIONS OF THE MOTOR HOME EXCLUDED FROM COVERAGE.**

NOTWITHSTANDING THE ABOVE PROVISIONS, JAYCO EXPRESSLY DISCLAIMS AND EXCLUDES ANY AND ALL IMPLIED WARRANTIES AND CONDITIONS, STATUTORY OR OTHERWISE, WHEN THE MOTOR HOME IS USED FOR COMMERCIAL, RENTAL OR BUSINESS USE OR WHEN THE MOTOR HOME IS TITLED OR REGISTERED IN A BUSINESS NAME OR WHEN THE JAYCO IS SOLD IN CANADA.

There is no warranty of any nature made by Jayco beyond that contained in this Limited Warranty. No person has authority to enlarge, amend or modify this Limited Warranty. The dealer is NOT Jayco's agent. Jayco is not responsible for any undertaking, representation or warranty made by any dealer or others beyond those expressly set forth within this Limited Warranty. Some states and provinces do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

DISCLAIMER OF CONSEQUENTIAL AND INCIDENTAL DAMAGES:

THE FIRST RETAIL BUYER AND ANY SUBSEQUENT OWNER, ALONG WITH ANY PERSON WHO IS AN INTENDED OR UNINTENDED USER OR BENEFI-

SECTION 1: WARRANTY & SERVICE

CIARY OF THE MOTOR HOME, ARE NOT ENTITLED TO RECOVER ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES CAUSED BY A DEFECT IN THE MOTOR HOME. BY WAY OF EXAMPLE, CONSEQUENTIAL DAMAGES INCLUDE FUEL AND TRANSPORTATION EXPENSES TO DELIVER THE MOTOR HOME TO A SERVICING DEALER, HOTEL ROOMS, LOST WAGES AND MOISTURE DAMAGE SUCH AS MOLD AND MILDEW AS WELL AS RUST AND CORROSION. THE EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES ARE NOT DEPENDENT UPON WARRANTY REMEDIES SUCCESSFULLY CURING ANY DEFECT; THE EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES SHALL SURVIVE ANY FAILURE OF THE LIMITED WARRANTY REMEDIES FULFILLING THEIR PURPOSE. Some states do not allow the exclusion or limitation of consequential or incidental damages, so the above exclusions may not apply to you.

COVERAGE TIME: The duration of this limited warranty is 2 years after the first retail owner takes delivery of the Motor home from an authorized dealer **OR** 24,000 miles of use, whichever occurs first. If the dealer places the Motor home in service before retail sale, the coverage period is 2 years after the dealer first placed the Motor home in service **OR** 24,000 miles of use, whichever occurs first. **ANY ACTION FOR BREACH OF THIS LIMITED WARRANTY OR FOR ANY IMPLIED WARRANTY MUST BE COMMENCED NO MORE THAN 26 MONTHS AFTER THE BREACH.**

The term of this limited warranty is 3 years for substantial defects to any "Structure Components". Structure Components means materials and/or workmanship directly attributable to Jayco relating to the lamination of the fiberglass sidewall assembly, the lamination of the rear wall assembly, the lamination of the fiberglass front wall (wrap) assembly, sidewall/end wall/front and rear wall frame assembly (wood and aluminum), roof frame assembly (wood and aluminum), and floor frame assembly (wood and aluminum). Structure Components specifically excludes front and rear fiberglass caps and any other cosmetic fiberglass attachments, sidewall metal (unless the root cause is the wall structure); exterior roof material (EPDM rubber, TPO, etc.); floor covering (carpet, linoleum, hardwood tile, etc.); all sidewall, end wall, front and rear wall, roof and floor attachments, and delamination caused by water intrusion from lack of required exterior seal maintenance or other maintenance. Structure Components further excludes all items identified under "What is Not Covered" below.

Jayco reserves the right to have new or remanufactured parts of similar quality used to complete any work, and to make parts and design changes from time to time without notice to anyone. Jayco reserves the right to make changes in the design or material of its products without incurring any obligation to incorporate such changes in any product previously manufactured. Jayco makes no warranty as to the future performance of the Motor home, and this limited warranty is not intended to extend to the future performance of the Motor home, or any of its materials, components or parts. In addition, the Motor home owner's obligation to notify Jayco, or one of its independent, authorized dealers, of a claimed defect does not modify any obligation placed on the Motor home owner to contact Jayco directly when attempting to pursue remedies under state or federal law.

If the Motor home is not of the current or prior model year when the first retail owner takes delivery, the limited warranty, including but not limited to the limited warranty for substantial defects to Structure Components, ends 90 days after the first retail owner takes delivery of the Motor home **OR** after the odometer reaches 5,000 miles, whichever occurs first. **ANY ACTION FOR BREACH OF THIS REDUCED LIMITED WARRANTY OR FOR ANY IMPLIED WARRANTY MUST BE COMMENCED NO MORE THAN 15 MONTHS AFTER THE BREACH.**

Unless prohibited by state or provincial law, repairs do not extend the time when you must commence an action for breach of warranty and shall not extend the warranty coverage period. This reduction in time may not apply to you because some states and provinces do not allow the reduction of the time to commence an action for breach of warranty. Any performance of repairs after the warranty coverage ends and any performance of repairs to those portions of your Motor home excluded from coverage are “good will” repairs, whether or not Jayco was aware of any such coverage lapse or warranty exclusion at the time of repairs. Such “good will” repairs do not alter the express terms of this limited warranty or extend the warranty coverage periods or the limitation period in this paragraph. Jayco is not required to notify you if authorized repairs are considered “good will” by Jayco. You should expect the need for warranty repairs. Jayco may use new and/or remanufactured parts and/or components to complete a repair. It is likely that warranty repairs were performed at the factory during assembly **OR** at the selling dealership after delivery of the Motor home to your selling dealer. If you discover a defect or damage to the Motor home when you take delivery of your Motor home, you **MUST** notify your dealer **OR** Jayco within 10 days of the date of purchase to have defect or damage repaired at no cost to you. Minor adjustments will be performed, free of charge, by the dealer within 90 days of your purchase; thereafter, such adjustments are your exclusive responsibility as normal maintenance.

REPAIR REMEDY: Jayco’s obligation is to repair any covered defect discovered within the warranty coverage period provided: (1) you notify Jayco or an authorized dealer within 10 days of your discovery of a defect; **AND** (2) you deliver the Motor home to Jayco **OR** an authorized dealership at your cost and expense.

BACK-UP REMEDY: If the primary repair remedy fails to successfully cure any defect after a reasonable number of repair attempts, your sole and exclusive remedy shall be to have Jayco pay an independent service shop of your choice to perform repairs to the defect **OR** have Jayco pay diminished value damages if the defect is incurable. You must exhaust both the repair remedy and the back-up remedy **AND** these remedies must fail to fulfill their essential purpose before you can seek any other remedies.

THIS LIMITED WARRANTY IS NOT A WARRANTY THAT PROMISES OR EXTENDS TO FUTURE PERFORMANCE BECAUSE IT DOES NOT MAKE A REPRESENTATION ON HOW YOUR MOTOR HOME WILL PERFORM IN THE FUTURE BUT REPRESENTS ONLY WHAT THE REMEDY WILL BE IF A DEFECT EXISTS.

HOW TO GET SERVICE: To obtain warranty service the owner must:

- Notify Jayco or an authorized Jayco dealer, within the applicable warranty coverage period designated above, that you are making a warranty claim;
- Provide the notification mentioned in (1), above, within ten (10) days of the discovery of a defect in material or workmanship; and,
- Promptly schedule an appointment with and take the Motor home to Jayco or an independent, authorized dealer.

If you need assistance, you may contact JAYCO, INC. at 903 South Main Street, P. O. Box 460, Middlebury, Indiana 46540, Attn: Customer Service, (800) 283-8267.

WHAT IS NOT COVERED:

- Equipment and appliances installed after the Motor home is assembled by Jayco;
- Motor homes used for any rental, business and commercial purpose - If the Motor home owner or user files a tax form claiming a business or commercial tax benefit related to the Motor home, or if the RV is purchased, registered or titled in the name of any business association it shall be irrefutable that the Motor home has been used for rental, commercial or business purposes;

SECTION 1: WARRANTY & SERVICE

- Any Motor home sold or used outside of the United States, U.S. Territories or Canada;
- Any Motor home not used solely for recreational travel and camping;
- Any Motor home purchased through auction or wholesale;
- Any Motor home purchased from a dealer that is not an authorized dealer;
- Normal wear, tear or usage, such as tears, punctures, soiling, mildew, rust, fading, or discoloration of exterior plastic or fiberglass, or soft goods, such as upholstery, drapes, carpet, vinyl, screens, cushions, mattresses and fabrics;
- The effects and damage caused by condensation or moisture;
- Mold;
- Any damage caused by mold;
- Items working as designed but that you are unhappy with;
- Damage caused by misuse, mishandling, neglect, abuse, failure to maintain the Motor home in accordance with the owner's manual, or failure to perform other routine maintenance such as inspections, lubricating, adjustments, tightening of screws and fittings, tightening of lug nuts, sealing, rotating tires;
- Damage caused by accident, whether or not foreseeable;
- Damage caused by weather or corrosion due to the environment;
- Damage caused by theft, vandalism or fire;
- Damage caused by tire wear or tire failure;
- Defacing, scratches, dents, chips on any surface or fabric of the Motor home; damage caused by infestation by insects or animals;
- Damage caused by off road use;
- Damage caused by overloading the Motor home or any of its components or parts;
- Wheel alignment or adjustments to axles caused by improper maintenance, loading;
- Damage caused by road hazards;
- The leveling jacks/system;
- Any component, system or part warranted by another entity. Examples are : the automotive chassis, (including the power train, steering, handling, braking, wheel balance, muffler, tires, tubes, batteries and gauges); generator; awning ; inverter; converter; microwave; television; DVD/CD player; radio; speakers; television; refrigerator; range; water heater.; water pump; stove; carbon monoxide detector; smoke detector; propane detector; furnace; and, any air conditioner. The written warranty provided by the manufacturer of the component part is the direct and exclusive responsibility of that manufacturer).

EVENTS DISCHARGING JAYCO FROM OBLIGATION UNDER WARRANTY:

- Any rental, business or commercial use or purchase of the Motor home;
- Any Motor home titled or registered in a business name;
- Any Motor home purchased or sold outside of, or used outside of the United States, U.S. Territories or Canada;
- Any Motor home purchased through an auction or wholesale or by a non-authorized dealer;

- Owner neglect;
- Failure to provide routine maintenance;
- Alteration; off road use;
- Collision or accident, whether or not foreseeable;
- Acts of God, including weather;
- Damage or corrosion caused by the environment, theft, vandalism, fire, explosions, or overloading.

LEGAL REMEDIES: EXCLUSIVE JURISDICTION FOR DECIDING LEGAL DISPUTES RELATING TO AN ALLEGED BREACH OF WARRANTY OR ANY REPRESENTATIONS OF ANY NATURE, MUST BE FILED IN THE COURTS WITHIN THE STATE OF MANUFACTURE, WHICH IS INDIANA. THIS LIMITED WARRANTY SHALL BE INTERPRETED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF INDIANA. UNLESS PROHIBITED BY STATE LAW, ALL CLAIMS, CONTROVERSIES AND CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS LIMITED WARRANTY SHALL BE GOVERNED BY THE LAWS OF THE STATE OF INDIANA, INCLUDING ITS STATUTE OF LIMITATIONS, WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW RULE THAT WOULD RESULT IN THE APPLICATION OF THE LAWS OF A DIFFERENT JURISDICTION.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE AND PROVINCE TO PROVINCE. ALL ACTIONS OF ANY KIND RELATING TO THE MOTOR HOME SHALL BE DECIDED BY A JUDGE RATHER THAN BY A JURY.

WARRANTY REGISTRATIONS: Your warranty registrations should be completed and delivered to the manufacturer of component parts. The selling dealership will assist you in completing and filling out the Jayco product warranty registration. Upon receipt of the product registration by Jayco, your Warranty will be registered. The failure to submit this warranty registration to Jayco will not affect your rights under this limited warranty as long as you can present proof of purchase, however, it can cause delays in obtaining the remedies offered by this limited warranty, and it may adversely affect any servicing facility's ability to provide proper repairs and/or part replacement. Note, tender and acceptance of a warranty registration does not alter the express terms of this limited warranty or any of its exclusions.

CARE AND MAINTENANCE: It is the Owner's responsibility to perform proper care and maintenance of the Motor home and to assure correct load distribution. For details regarding this, please see your owner's manuals. Please review all manuals and contact your selling dealership, Jayco or supplier of the component part if you have questions.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS; YOU MAY HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.

JAYCO, INC.

903 S. Main Street * P. O. Box 460 * Middlebury, IN 46540
Telephone: 800-283-8267

CERTIFICATE OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years and not a party to the within action. My business address is **Frost Brown Todd LLP, 633 W. Fifth Street, Suite 900, Los Angeles, CA 90071.**

On February 5, 2024, I served the following document(s) on the interested parties in this action: **DECLARATION OF TINA SLABACH IN SUPPORT OF MOTION TO TRANSFER VENUE TO INDIANA FEDERAL COURT PURSUANT TO 28 U.S.C. § 1404(A)**

☐ by placing the original and/or a true copy thereof enclosed in (a) sealed envelope(s), addressed as follows:

David N. Barry
THE BARRY LAW FIRM
11845 West Olympic Blvd.
Suite 1270
Los Angeles, CA 90064

Attorneys for Plaintiffs Luis Torres and
Dorothy Torres, a.k.a. Dotty Torres

Tel: 310-684-5859
Fax: 310-862-4539
E-mail: dbarry@mylemonrights.com

☒ **BY CM/ECF SYSTEM:** Participants in the case who are registered CM/ECF users will be served by the CM/ECF system.

☐ **BY REGULAR MAIL:** I placed such envelope with postage thereon fully paid in the United States mail at Los Angeles, California. I am "readily familiar" with this firm's practice of collecting and processing correspondence for mailing. It is deposited with U.S. Postal Service on that same day in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than 1 day after date of deposit for mailing in affidavit.

☒ **BY ELECTRONIC SERVICE:** I caused the document(s) to be sent to the persons at the electronic notification address listed in the Service List.

☒ (Federal) I declare that I am employed in the office of a member of the Bar of this Court, at whose direction the service was made.

Executed on February 5, 2024, at Los Angeles, California.


Julia Evans